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K.C. Pilecek 1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Kenneth C. Pilecek
Case: 1
Serial No.: 09/467,240
Filing Date: December 20, 1999
Group: 2739
Examiner: To Be Assigned

RECEIVED

FEB 03 2004

Technology Center 2600

Title: Methods and Devices for
Providing Links to Experts

ASSOCIATE POWER OF ATTORNEY

Please recognize Joseph B. Ryan (Reg. No. 37,922), Kevin M. Mason (Reg. No. 36,597), William E. Lewis (Reg. No. 39,274), Robert J. Mauri (Reg. No. 41,180), Wayne L. Ellenbogen (Reg. No. 43,602), Michael J. Chang (Reg. No. 46,611), and Robert W. Griffith (Reg. No. 48,956) of Ryan, Mason & Lewis, LLP, 90 Forest Avenue, Locust Valley, New York 11560 as associate attorneys in the above-mentioned application, with full power to prosecute said application, to make alterations and amendments therein, and to transact all business in the Patent and Trademark Office connected therewith.

Telephone calls should be made to the associate attorney Joseph B. Ryan by dialing (516) 759-7517.

All written communications are to be addressed to Ryan, Mason & Lewis, LLP, 90 Forest Avenue, Locust Valley, New York 11560.

Paul Gardon
Attorney for Applicant(s)
Reg. No. 48,761

Dated: 1/21/04

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Status letter
sent out



General Appointment of Agent

And

Power of Attorney



Effective September 29, 2000 and on certain dates thereafter, certain patents and patent applications that were made in the name of Lucent Technologies Inc., were assigned by Lucent Technologies Inc. to Avaya Technology Corp. (hereinafter referred to as "ATC"), and the undersigned was appointed at that time as Agent and Attorney of Lucent Technologies Inc. to act in connection with these ATC patents and patent applications.

With respect to any and all such patents and patent applications which are currently owned by ATC, I hereby appoint:

Robert E. Rudnick
David Volejnicek
Paul Gardon
Brian Dinicola

as Agents and Attorneys to act in all matters before any competent National and International Authorities in regard to any and all patents and patent applications filed by Lucent Technologies Inc., or issued or pending in the name of Lucent Technologies Inc., which patents and/or patent applications are currently owned by ATC as a result of the above-referenced assignment of September 29, 2000 by Lucent Technologies Inc., with the power to further appoint Agents and grant Powers of Attorney in association therewith.

Place Basking Ridge, New Jersey, USA

Avaya Technology Corp.

By: *Maurice de Picciotto*
Name: Maurice de Picciotto
Title: President, Avaya Technology Corp.
Date: January 29, 2002



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STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Avaya Technology Corp.

Application No./Patent No.: 09/467,240 Filed/Issue Date: December 20, 1999

Entitled: Methods and Devices for Providing Links to Experts

Avaya Technology Corp., a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Inventor(s) To: Lucent Technologies Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel 010474, Frame 0434, or for which a copy thereof is attached.

2. From: Lucent Technologies Inc. To: Avaya Technology Corp.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

January 28, 2004
Date

Joseph B. Ryan, Reg. No. 37,922
Typed or printed name

Joseph B. Ryan
Signature

Attorney for Applicant(s)

Title

PATENT ASSIGNMENT

by and between

LUCENT TECHNOLOGIES INC.

and

AVAYA TECHNOLOGY CORP.

Dated as of September 29, 2000

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of September 29, 2000 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America, ("ASSIGNOR"), and Avaya Technology Corp., a Delaware corporation, with offices at Suite 105, 14645 N.W. 77th Avenue, Miami Lakes, Florida 33014, United States of America ("ASSIGNEE").

RECITALS

A. WHEREAS, the Board of Directors of ASSIGNOR has determined that it is in the best interests of ASSIGNOR and its stockholders to separate ASSIGNOR's existing businesses into two independent businesses;

B. WHEREAS, ASSIGNOR presently owns or controls certain patents, patent applications, and invention submissions listed in the attached Appendices A and B (hereinafter "TRANSFERRED PATENTS") and;

C. WHEREAS, in furtherance of the foregoing separation, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its interests and rights in TRANSFERRED PATENTS for all countries, jurisdictions and political entities of the world, to and in ASSIGNEE;

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ASSIGNOR, subject to existing rights and licenses of third parties, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to ASSIGNEE, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all TRANSFERRED PATENTS and corresponding counterpart foreign patents and patent applications, with respect to which, and to the extent to which, ASSIGNOR now has or hereafter acquires the right to so assign, convey, transfer and deliver. ASSIGNEE recognizes that ASSIGNOR holds only bare legal title to the TRANSFERRED PATENTS listed in Appendix A (which lists the United States Patents and patent applications previously exclusively licensed to Lucent Technologies Guardian Corp.).

ASSIGNOR and ASSIGNEE recognize that the patents listed in Appendix A may inadvertently include patents that are owned by various subsidiaries of ASSIGNOR, including

Octel Communications Corp., Mosaix, and Lannet. Ownership of such patents shall not be affected by this Patent Assignment, and ASSIGNEE agrees that any such patents shall be deemed deleted from Appendix A.

ASSIGNOR agrees that, upon request it will, at any time without charge to ASSIGNEE but at ASSIGNEE's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to TRANSFERRED PATENTS in ASSIGNEE, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in ASSIGNEE, its successors, assigns and legal representatives or nominees.

IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

LUCENT TECHNOLOGIES INC.

By: 

Daniel P. McCurdy
President, Intellectual Property Business

AVAYA TECHNOLOGY CORP.

By: 

Maurice de Picciotto
Vice President

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)

: ss:

COUNTY OF SOMERSET)

I CERTIFY that on September 25, 2000, Daniel P. McCurdy personally came before me and this person acknowledged under oath, to my satisfaction that:
a.) this person signed, sealed and delivered the attached Patent Assignment as President - Intellectual Property Business of Lucent Technologies Inc.; and
b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Tamora Hanna
Name

Notary Public

My Commission Expires:

[Notarial Seal]

TAMORA ANNE HANNA
Notary Public of New Jersey
Registered in Hunterdon County
My Commission Expires March 26, 2002

STATE OF NEW JERSEY)

: ss:

COUNTY OF ~~SOMERSET~~)

Hunterdon

I CERTIFY that on September 27, 2000, Maurice de Picciotto personally came before me and this person acknowledged under oath, to my satisfaction that:
a.) this person signed, sealed and delivered the attached Patent Assignment as Vice President of Avaya Technology Corp.; and
b.) this Patent Assignment was signed and made by Avaya Technology Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

M. de Picciotto
Name

Notary Public

My Commission Expires: 10/30/2003

[Notarial Seal]

DEBORAH W. FERGUSON
Notary Public, State of New Jersey
No. 2219308
Qualified in Hunterdon County
Commission Expires 10/30/2003

APPENDIX B
Transferred Patents

Case Name	Filing/Issue Date	Appl/Patent No.
Octel 10	8/24/1993	5239574
Octel 12	9/21/1993	5247497
Octel 13	4/5/1994	5301226
Octel 13-2	2/28/1995	5394460
Octel 14-3	5/16/1995	5416830
Octel 15	5/9/1995	5414757
Octel 17	1/9/1996	5483580
Octel 18-3	3/9/1999	5881136
Octel 19-2	11/5/1996	5572578
Octel 20-2	5/21/1996	5519507
Octel 21	4/14/1998	5740231
Octel 21-2	4/15/1997	5621727
Octel 21-2-1	6/2/1998	5761201
Octel 21-2-2	4/2/1998	5872779
Octel 21-3	8/17/1999	5940478
Octel 21-4	4/14/1998	5740230
Octel 21-4-1	11/9/1999	5982856
Octel 21-4-2	2/29/2000	6031895
Octel 21-4-3	4/7/1998	09/056674
Octel 21-4-4	4/7/1998	09/056592
Octel 23	7/15/1997	08/892644
Octel 2-3	8/4/1992	5136648
Octel 24	11/23/1999	5991370
Octel 25	3/24/1997	08/822034
Octel 26		ques111
Octel 27		ques112
Octel 28	10/9/1997	08/948536
Octel 3	1/10/1989	4797672
Octel 4-2	12/27/1989	07/456577
Octel 5	7/16/1987	07/074532
Octel 5-2	10/10/1989	4873718
Octel 7	2/21/1989	4807274
Octel 8	10/26/1993	5257309
Octel 8-2	12/26/1995	5479498
Octel 9	11/17/1992	5164989
Octel-VMX 1-2	4/8/1986	4581486
Octel-VMX 1-3	7/22/1986	4602129
Octel-VMX 1-4	2/3/1987	4640991
Octel-VMX 1-5	4/29/1986	4585906
Ordille (submitter)	2/1/2000	121736
Paul 5	5/24/1999	09/317469
Pearsall 1	1/28/1999	09/239435
Petty 32	12/11/1998	09/209712
Petty 33	2/23/1999	09/256015
Petty 34	3/31/1999	09/283347
Petty 35	7/6/1999	09/345124
Phamey 11		09/241834
Pilecek 1	12/20/1999	09/467240
Pounds (Octel ? - ?)	9/18/1992	5517556
Prabhakar 2	12/14/1999	auth127